

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Barry Allen Evans Karolyn Mae Evans		CHAPTER 13
	<u>Debtor(s)</u>	
M&T Bank	<u>Movant</u>	NO. 19-15235 PMM
vs.		
Barry Allen Evans Karolyn Mae Evans	<u>Debtor(s)</u>	11 U.S.C. Section 362
Scott Waterman	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$4,639.81**, which breaks down as follows:

Post-Petition Payments:	July 2021 through September 2021 at \$1,547.43/month
Suspense Balance:	(\$2.48)
<b>Total Post-Petition Arrears</b>	<b>\$4,639.81</b>

2. The Debtor(s) shall cure said arrearages in the following manner:

a) On or before September 30, 2021, Debtor(s) shall tender a down payment of **\$4,639.81**.

b) Beginning on October 1, 2021, maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 9, 2021

/s/Rebecca A. Solarz, Esq.  
Rebecca A. Solarz, Esq.  
Attorney for Movant

Date: 9/15/21

Lynn E. Feldman  
Lynn E. Feldman Esq.  
Attorney for Debtor(s)

Date: \_\_\_\_\_

9/23/2021

Handwritten signature in blue ink, appearing to read "Scott F. Waterman for".

Scott F. Waterman Esq.  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2021. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge